

A. G. Contract No. KR910493TRD
ECS File: JPA 91-15
Project: 66 MO 103 H 2879 01 C
Section: SR 66 - Peach Springs

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE HUALAPAI INDIAN NATION

THIS AGREEMENT is entered into 25 June, 1991 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the HUALAPAI INDIAN NATION, acting by and through its Tribal Council, (the "Tribe").

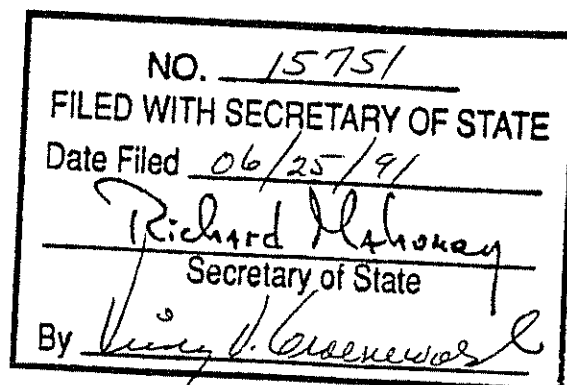
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Tribe is empowered by Tribal Constitution Article V (a) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Tribe.

3. It is to the mutual advantage of the State and the Tribe to landscape certain areas within the right of way on State Route 66 (SR 66) at the following location:

From centerline roadway station 372+00 to centerline roadway station 388+20, a net distance of approximately 0.30 miles.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the Tribe for approval.

2. After Tribe approval of the plans, the project will be constructed by the State at an estimated cost of \$50,000.00, using State funds. Upon completion of the work, the Tribe shall reimburse the State twenty five (25) percent of the landscape contract costs, estimated at \$12,500.00, up to the amount approved in the ADOT construction program.

3. The Tribe shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The Tribe shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at Tribal expense.

5. After construction, the Tribe shall maintain the landscaping and irrigation system within the right of way and shall furnish all electrical power necessary to maintain the landscaping within the right of way.

6. The Tribe hereby agrees to maintain the landscaping and irrigation system. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. The Tribe will not make any changes, additions or deletions without approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual." The Tribe agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claims of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the Tribe of any of the maintenance provisions of this agreement.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the Tribe, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. The State shall provide a claims process acceptable to the State and the Tribe, and shall process any and all claims through said process. Said claims process shall include a provision for arbitration.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E
Phoenix, AZ 85007

Hualapai Indian Nation
Tribal Chairman
Peach Springs, AZ 86434

7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this State and the laws of the Tribe to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

HUALAPAI INDIAN NATION

STATE OF ARIZONA

Department of Transportation

By *Carrie Bender*

CARRIE BENDER

Tribal Chairperson

By *Robert P. Mickelson*

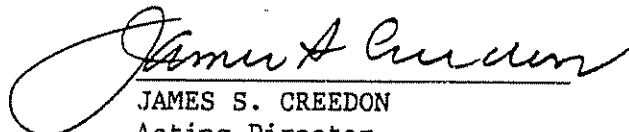
ROBERT P. MICKELSON

Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 15th day of February 1991, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the the Hualapai Indian Nation for the purpose of defining responsibilities for the design, construction and maintenance of landscaping improvements on SR-66 at Peach Springs.

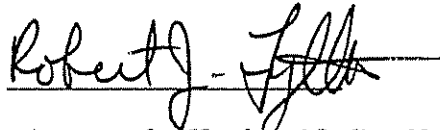
Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


JAMES S. CREEDON
Acting Director
Arizona Department of
Transportation

APPROVAL OF THE HUALAPAI INDIAN NATION ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the ARIZONA DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the HUALAPAI INDIAN NATION and declare this agreement to be in proper form and within the powers and authority granted to the Tribe under the Tribal Constitution and the laws of the State of Arizona.

DATED this 30th day of MAY, 1991.



Attorney for Hualapai Indian Nation

1979j



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

~~Robert R. Corbin~~

Grant Woods

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR 91-0493TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 19th day of June, 1991.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section